sufficiency of this and cites other definitions that improve upon it, but then, in place of making another definition under which the present set of facts might be brought, the court goes straight to the heart of the matter by saying that "The law as other big institutions of modern society, is advancing. It has broadened in its conception of human rights, including property rights." It concludes that we have here a property right of value and that the value has been assessed by the lower court at the right amount. By thus turning from the rule of law to the simple question of the right of the party claimant the court arrives at a correct conclusion by a perfectly simple process avoiding all the pitfalls of the logical syllogism with its possible errors arising from a divided middle and incidentally also avoids the enunciation of another definition of goodwill with which to trouble us.

INJUNCTION-SALE OF BUSINESS—AGREEMENT NOT TO COMPETE.—D sold his business and good will to A and, as part of the consideration, agreed that he would not "directly or indirectly enter into business in Sioux Rapids, Iowa, in competition with" A for five years. A sold the business and good will to P to whom A assigned the "contract" with D. D re-entered business in competition with P. Bill by P to restrain D from entering into competition with him in violation of the agreement. *Held*: Injunction should be granted. *Sickles et al.* v. *Lauman,* (Iowa, 1918) 169 N. W. 670.

The defendant contended that the contract gave to A a mere personal right which could not be assigned to P, the second purchaser of the business. This argument had no weight with the court; for the question had been already settled in Iowa. *Hodge, Elliot & Co.* v. *Lowe,* 47 Iowa 137. This is in accord with the views of nearly all courts. As was well said in *Francisco* v. *Smith,* 143 N. Y. 488, "such an agreement is a valuable right in connection with the business it is designed to protect and going with the business it may be assigned and the assignee may enforce it just as the assignor could have enforced it, if he had retained the business. The agreement could have no independent existence or vitality aside from the business." Even if the covenant or agreement had not been assigned, the assignee (purchaser) of the business would be entitled to enforce it. *American Ice Co.* v. *Merkel,* 109 App. Div. 93; *Fleckinstein* v. *Fleckinstein,* (N. J. Ch.) 53 Atl. 1043. Conveyancing forms do not permit a covenant to be made with a business, but such is the intent of the parties. The purpose is to give additional value to the business sold; and as the covenant is designed primarily to protect the business sold it ought to 'run' with the business. In fact it seems preferable to treat such a covenant as an equitable servitude.

LIBEL,—PRIVILEGE, EXCESS, PUBLICATION TO A CLERK.—Under an agreement between defendants and M, the latter selected plaintiff, Roff, as an arbitrator. Defendants then wrote M, "We decline to accept a man with the German name of Roff as arbitrator." The letter was sent in the usual way by post to M, where it was opened by one of M's clerks, who placed it upon the desk of another clerk, who gave it to M. Plaintiff was not a German at all, and on learning of the facts, sued the defendants for libel, in the publication to M.